



US Army Corps
of Engineers
Walla Walla District

Invitation for Bid
W912EF-05-B-0010

Solicitation For Supplies:

LOWER SNAKE RIVER UNITS 4-6 SPARE WINDING

Unrestricted

Schedule/Instruction/Provisions/Clauses

March 2005

Contracting Division

ATTENTION TO BIDDERS:

Please detach this Bidder's Qualification Form (NPW) FL 118 (Rev Dec 1989) from the bid package and retain. Following bid opening, the low bidder will be contacted by telephone and requested to submit the data referenced below. This will expedite our preaward process and facilitate award of the contract.

BIDDER'S QUALIFICATIONS

1. **CURRENT BALANCE SHEET and latest PROFIT AND LOSS STATEMENT** prepared from the most recent fiscal year and certified by an officer of the company. The name of your banking firm, telephone number, and the name of the individual to contact for a line-of credit reference.

Banking Firm _____

Telephone No. _____

Person to Contact _____

2. **YEARS EXPERIENCE** in the field of proposed work (_____). Also indicate similarity between work currently being produced and work required under subject invitation.

Financial Institution Ratings. Is your firm listed in:

a. Dun & Bradstreet: ____No ____Yes: If yes, what is rating: ____

b. Thomas Register: ____No ____Yes: If yes, what is rating: ____

3. **LIST OF PRESENT WORK** on hand (year, dollar value, and Firm -- including names and addresses and telephone numbers of project supervisors responsible for inspection and acceptance of the work).

a. Government Agencies:

b. Others:

c. Will the above work in any way interfere with the satisfactory completion of the proposed work (i.e. equipment, manpower, etc.)?

4. **LIST OF PREVIOUS WORK** with Government agencies (year, dollar value, and firm -- including names and addresses and telephone numbers of project supervisors responsible for inspection and acceptance of the work).

5. **PERCENTAGE OF WORK** expected to be performed by others (subcontract). _____%

6. **MATERIAL SAFETY DATA SHEETS** for all substances that may be used on the work site (FAR 52.223-3).

7. Return this form to Contracting Division, Walla Walla District, Corps of Engineers,
ATTN: CENWW-CT, 201 North Third Avenue, Walla Walla, Washington 99362-1876.

8. By my signature hereon, I certify that the CURRENT BALANCE SHEET and PROFIT AND LOSS STATEMENT truly and fully sets forth the financial condition and operating results of the business.

(Signature)

(Date)

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 50 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. W912EF-05-B-0010		4. TYPE OF SOLICITATION [X] SEALED BID (IFB) [] NEGOTIATED (RFP)		5. DATE ISSUED 22 Mar 2005		6. REQUISITION/PURCHASE NO. W68SBV-5049-8141		
7. ISSUED BY WALLA WALLA DISTRICT, COE-G4P CONTRACTING DIVISION 201 N THIRD AVENUE WALLA WALLA WA 99362-1876 TEL: 509/527-7200 FAX: 509/527-7802				8. ADDRESS OFFER TO See Item 7		(If other than Item 7)		CODE		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>02:00 PM</u> local time <u>21 Apr 2005</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME GARY H DAHL		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 509/527-7216		C. E-MAIL ADDRESS gary.h.dahl@usace.army.mil				
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 0	X	I	CONTRACT CLAUSES		
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT			2 - 3		J	LIST OF ATTACHMENTS		
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			4 - 6	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			7 - 8					
X	G	CONTRACT ADMINISTRATION DATA			9	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS			10 - 11		M	EVALUATION FACTORS FOR AWARD		
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):					AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE		
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.										

BID SCHEDULE

SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>ESTIMATED DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>AMOUNT</u>
0001	Design the stator coils	1	LS	\$_____
0002	Furnish for test, prototype coils identical to Item No. 0003	1	LS	\$_____
0003	Manufacture a set of stator coils including all non-deteriorating supplies and RTD's to make up one complete new winding, including factory testing and delivery	1	LS	\$_____
0004	Final submission of Contractor approved drawings	1	LS	<u>\$5,000.00</u>
Schedule Total				\$_____

FOB Destination

Section C - Descriptions and Specifications

DESCRIPTION / SPECIFICATIONS

SECTION C

DESCRIPTION/SPECIFICATIONS

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C-1 DESCRIPTION OF WORK

C-2 SPECIFICATIONS

SECTION C
DESCRIPTION/SPECIFICATIONS

C-1 DESCRIPTION OF WORK

The Contractor shall furnish all supervision, engineering, labor, materials, plant, and equipment to design, manufacture, shop test, prepare and load for shipment, deliver f.o.b. destination, and unload one new complete set of stator bars and all accessories specified herein in strict accordance with the detailed requirements of these specifications.

C-2 SPECIFICATIONS

Technical specifications listed below cover the detailed requirements for the equipment and services listed in the Schedule and the Specification Sections attached as follows:

SECTION	TITLE
01270	MEASUREMENT AND PAYMENT
01330	SUBMITTAL REQUIREMENTS
01420	SOURCE OF REFERENCED PUBLICATIONS
16210	SPARE STATOR WINDING FOR HYDRAULIC-TURBINE DRIVEN ALTERNATING CURRENT GENERATORS

TECHNICAL SPECIFICATIONS

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01270	Measurement and Payment
01330	Submittal Procedures
01420	Sources For Reference Publications
<u>DIVISION 16</u>	<u>ELECTRICAL</u>
Section	
16210	Spare Stator Winding for Hydraulic- Turbine Driven Alternating Current Generator

* * * * *

TECHNICAL SPECIFICATIONS

SECTION 01270

MEASUREMENT AND PAYMENT

1. GENERAL

In each instance, the contract price for an item shall constitute full compensation for furnishing all plant, labor, equipment, and materials, and for performing all operations required to complete the work included in the item as herein specified, as indicated on the drawings, or as otherwise approved.

2. DESIGN STATOR COILS

Designing the stator coils will be measured for payment as a complete pay item (Lump Sum). Payment will be made at the contract lump sum price for Item No. 0001, "Design the stator coils," which price and payment shall be full compensation for performing all design work for the stator coils.

3. FURNISH PROTOTYPE COILS FOR TESTING

Prototype stator coils furnished for testing will be measured for payment as a complete pay item (Lump Sum). Payment will be made at the contract lump sum price for Item No. 0002, "Furnish for test, prototype coils," which price and payment shall be full compensation for manufacturing and delivering the prototype stator coils, including factory testing and furnishing replacement bars due to failed tests, as specified and as approved.

4. MANUFACTURE AND DELIVER STATOR COILS

Manufacturing and delivering the stator coils will be measured for payment as a complete pay item (Lump Sum). Payment will be made at the contract lump sum price for Item No. 0003, "Manufacture a set of stator coils including all non-deteriorating supplies and RTD's to make up a complete new winding, including factory testing and delivery," which price and payment shall be full compensation for manufacturing, performing all testing, and delivering the stator coils, complete, as specified and as approved.

5. FINAL SUBMISSION OF CONTRACTOR PREPARED DRAWINGS

The final approved version of all Contractor prepared drawings will be measured for payment as a complete pay item (Lump Sum). Payment will be made at the contract lump sum price for Item No. 0004, "Final submission of Contractor prepared drawings," which price and payment shall be full compensation for all work required for preparation and submission of all final approved versions of Contractor prepared drawings, complete, as specified and approved.

* * * * *

SECTION 01330

IHCB0301330

SUBMITTAL PROCEDURES

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- 1.10 SUMMARY OF SUBMITTALS

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

SECTION 01330

SUBMITTAL PROCEDURES

1.1 SUBMITTAL OF SHOP DRAWINGS

Submittal of shop drawings as may be required by applicable requirements of the CONTRACT CLAUSES, the various sections of the TECHNICAL SPECIFICATIONS, and as indicated on the contract drawings shall be in accordance with the following additional requirements.

1.1.1 Quantity of shop drawings to be submitted shall be seven copies. Six of the seven copies submitted will be retained by the Contracting Officer.

1.1.2 Shop Drawings. A shop drawing is a Contractor's or manufacturer's drawing, brochure, sample, certificate, calculation, warranty, or other submittal which provides detail for construction and quality control of permanent work.

1.1.3 Approval of Shop Drawings. All shop drawings shall be Contractor approved; however, certain specified submittals will also require Contracting Officer approval. Approval by the Contracting Officer is required when submittals: (1) are specially identified in the various sections of the TECHNICAL SPECIFICATIONS for Contracting Officer approval, or; (2) are extensions of design, or; (3) depict deviation from the contract (e.g. an "or equal" decision, etc.), or; (4) involve equipment compatibility to provide operational system. All other submittals are for Contracting Officer information purposes only.

1.2. SHOP DRAWINGS APPROVED BY CONTRACTOR

Contractor shall review and correct all drawings to make them complete and in accordance with the contract. Approval by Contractor shall be indicated on each drawing by an "Approved" stamp with Contractor's name, signature, and date. Names and titles of individuals authorized by Contractor to approve drawings shall be provided prior to any submission. All shop drawings shall be submitted. Submittals which are not required to be approved by Contracting Officer will be monitored and spot checks will be made. When such checks indicate noncompliance, Contractor will be notified by the same method used for Contracting Officer approvals.

1.2.1 Shop Drawings Approved by Contracting Officer. Before submission, the Contractor shall review all shop drawings prepared by subcontractors, suppliers, and himself, for completeness and compliance with plans and specifications, and shall certify completeness and compliance with an approval stamp on each drawing or item of printed material. Red markings are reserved for Contracting Officer. Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement. Submittals which meet these requirements will be reviewed and processed as specified in paragraph: Approvals or Disapproval.

1.3 GENERAL SUBMITTAL REQUIREMENTS

1.3.1 Required Submittals

The Contractor shall submit all items listed on the Submittal Register (ENG Form 4288). In addition to the listed submittals the Contracting Officer may

request submittals for items in the specifications or items shown on the drawings when deemed necessary to adequately describe the work covered in the specifications and drawings.

1.3.2 Submittals

1.3.2.1 Submittals of shop drawings, shall be complete in detail; shall indicate materials, fastenings, design criteria, stress computations, design calculations, test curves, and wiring diagrams; shall indicate, when applicable, dimensions, thicknesses, types, grade, class, gage, and working and test pressures; shall indicate construction details, reinforcement and anchorage, and methods of installation and erection with relation to appurtenant construction; and shall include all required detailed information necessary to indicate full compliance with the plans and specifications. Shop drawings shall be supported by sufficient descriptive literature such as certified laboratory test reports, laboratory test labels, catalogs, cuts, diagrams, and other data published by the manufacturer to demonstrate conformance with the contract drawings and specifications. Manufacturer's designations and model numbers alone will not be acceptable unless same as the designation or model number referenced in the plans and specifications.

1.3.2.2 The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received. Contract number and project shall be shown directly above the revision space on all drawings submitted. Drawing details and notes shall be of such quality and clarity and of sufficient definition and line weight as to permit sharp and totally legible microfilming. All items shall be adequately identified to show where they will be used, and shall be referenced to applicable contract drawings and specification section.

1.3.2.3 All shop drawings submitted on a single transmittal (ENG form 4025) shall pertain to only one specification section. Computed weights of all items shall be indicated on the shop drawings. Where drawings are submitted for either (1) assemblies consisting of more than one piece of equipment, or (2) systems consisting of numerous components dependent one on the other for matching or compatible characteristics, complete information shall be submitted on all such related components at the same time.

1.3.2.4 All revisions on a drawing, after the original submittal, shall be shown by number, date, and subject in the revision block. Shop drawings for all items and equipment which are of special manufacture or fabrication shall consist of complete assembly and detail drawings. Shop drawing requirements apply whether or not the items or equipment are detailed on the contract drawings, or when revisions to such details are made or are specified in other sections of the TECHNICAL SPECIFICATIONS.

1.3.3 All detail drawings prepared by the Contractor for this contract shall conform dimensionally to Drawing No. WWD-40-33-01 (attached at the end of this Section).

1.3.4 Send Submittals To:

Two copies of the number of shop drawings to be included in the original shop drawing submittal specified in paragraph: Quantity of shop drawings, above, and two copies of ENG Form 4025 shall be sent to: USAED North West Division, Hydroelectric Design Center, CENWP-HDC-P, P.O. Box 2946, Portland, OR 97208-2946 (street address 333 S. W. First Ave, Portland, OR 97204).

One copy of shop drawings along with one copy of ENG Form 4025 shall be sent to: Operating Project Manager, Little Goose Project Office, 1001 Little Goose Dam Road, Dayton, WA 99328.

Four copies of shop drawings along with four copies of ENG Form 4025 shall be sent to: District Commander, ATTN: CENWW-CD, Walla Walla District Corps of Engineers, 201 North Third Avenue, Walla Walla, WA 99362-1876.

1.4 STANDARD MANUFACTURED ITEMS

Shop drawings for all standard catalog items and equipment manufactured on a repetitive basis shall include complete outline and installation data. The contract number and applicable bid item number shall be noted on each sheet. When more than one size, rating, or type appears on the catalog sheet, each item to be used shall be clearly identified by marking the applicable data with a heavy black arrow at each side. Descriptive data and optional features not applicable to items being supplied shall be marked out. When more than one catalog item makes up a bid item, all catalog sheets making up the bid item shall be compiled as a set. Each set shall have a cover sheet upon which will be shown the contract number, project name, bid item number, and nomenclature.

1.5 TRADE-NAMED MATERIALS AND EQUIPMENT

If items called for in these specifications or on the contract drawings are identified by trade name or equal description, such identification is intended to be descriptive, but not restrictive, and indicates the quality and characteristics of products that will meet contract requirements. Equal products proposed for use will be considered for approval if such products are clearly identified in submittals and are determined by the Government to be equal in all material respects to the trade-name products referenced on the drawings or in the specifications. Determination as to equality of the product offered is the responsibility of the Government and will be based on information furnished by the Contractor in his submittal, as well as other information readily available to the Contracting Officer. Accordingly, to insure that sufficient information is available, the Contractor shall furnish as part of his submittal all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the Contracting Officer to (1) determine whether the product submitted meets the requirements of the contract documents, and (2) establishes exactly what the Contractor proposes to furnish and what the Government would be binding itself to accept by approving such product. The information furnished may include specific references to information previously furnished or to information otherwise available to the Contracting Officer. If the Contractor proposes to modify a product so as to make it conform to the requirements of the contract, he shall (1) include in his submittal a clear description of such proposed modifications and (2) clearly mark any descriptive material to show the proposed modifications.

1.6 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Forms 4288 listing each item of equipment and material for which submittals are required by the specifications. Columns "d" thru "q" have been completed by the Government. The Contractor shall complete columns "b", "c", and "r" thru "w" and return two completed copies to the Contracting Officer for approval within 30

calendar days after Notice to Proceed. In preparing the document, adequate time (minimum of 30 days) shall be allowed for review and approval and possible resubmittal. The CQC representative shall review the listing on the schedule at least every 30 days and take appropriate action to maintain an effective scheduling system. Three copies of updated or corrected listings shall be submitted to the Contracting Officer at least every 30 days. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. This register and the progress schedules shall be coordinated.

1.7 SUBMITTAL SUMMARY SHEETS (ENG FORM 4025)

This form is used to transmit all submittals listed on ENG Form 4288 or otherwise required by this contract. The Government will make this form available to the Contractor. Each transmittal shall contain the following information:

- (1) Project title, contract number, and Contractor's name.
- (2) Subcontractor, supplier, or manufacturer's name, as applicable.
- (3) Applicable specification paragraph number or numbers.
- (4) Contract drawing numbers and sheet numbers.

(5) Transmittal number. Transmittals shall be numbered in continuously ascending order by specification section. For example, the first transmittal from specification 16210 would be numbered 16210-1. The second transmittal would be 16210-2, etc. Any resubmittal, either required by previous rejection or for Contractor convenience shall be numbered with the original number plus a digit in the decimal place. For example, the first resubmittal of 16210-1 would be 16210-1.1 and the second resubmittal would be 16210-1.2.

- (6) Items submitted for approval.

The Contractor shall certify, with each submittal of shop drawing lists, that he has reviewed the submittal, etc., in detail and that they are correct and in strict conformance with the requirements of the contract drawings and specifications, except as may be otherwise explicitly stated. The certificate may be simply a signed statement by the Contractor attesting to the above requirements. Suppliers' or subcontractors' certificates are not acceptable as meeting this requirement; however, they may be attached to the Contractor's certificate to complete the submittal. The Contractor shall also certify, with each information copy of each Contractor approved submittal, as to the correctness and compliance of the submittal as specified above.

1.8 APPROVALS OR DISAPPROVAL

1.8.1 If the shop drawings and/or submittal documents as submitted are complete and the contents satisfy contract requirements, one paper copy or one copy of catalog data will be returned stamped "APPROVED." Such approval shall not be construed as authorizing any deviation from the plans and specifications, unless these deviations are brought to the attention of the Contracting Officer in the letter or summary sheet which transmits the shop drawings for approval and are also shown on the shop drawings. Deviations

brought to the attention of the Contracting Officer or noted by the Government during review of shop drawings, and in either instance approved for use, shall be performed at no additional cost to the Government. If corrections are necessary, but in the opinion of the Contracting Officer are of a minor nature, the Government will revise and return one copy stamped, "APPROVED AS CORRECTED." If the Contractor objects to the revisions, he shall resubmit the submittal, including alternative revisions. He shall set forth his objections in accompanying correspondence. If a modification to the contract is being prepared by the Government, submittals so affected will be marked, "Approval withheld due to forthcoming change order."

1.8.2 If the submittals are incomplete or contents plus available supplemental information do not illustrate compliance with contract requirements, they will be appropriately marked showing items of noncompliance and one print will be returned stamped "RETURNED FOR CORRECTION" with reasons therefore if otherwise not obvious. The Contractor shall make any corrections required by the Contracting Officer, and shall resubmit the documents and data including the same number of prints as required for approval in the same manner as before. Every revision shall be shown by number, date, and subject in a revision block. If revisions are made by the Contractor after a drawing has been approved, the Contractor shall again resubmit for approval as noted above. The time consumed in preparing, submitting, and obtaining approval of submittals shall be included in the time allowed for completion of the contract.

1.8.3 Shop drawings submitted under this section of the specifications which do not conform to the requirements as to size and format will be returned without action.

1.8.4 The Contractor shall allow the Government 30 days to review submittals and for each resubmittal. The 30-day period shall commence at date of receipt of transmittals from the Contractor by the Government and the period shall end at date of signature of Approving Authority on ENG Form 4025.

1.9 FINAL APPROVED VERSIONS OF CONTRACTOR PREPARED DRAWINGS

Upon completion of the work under this contract, the Contractor shall submit for review and approval by the Contracting Officer, hard copies (black and white prints) of the final approved versions of the drawings. The drawings shall show all changes and revisions, including any field changes, made up to the time that the work is completed and accepted. The Contractor shall also prepare an index drawing for all Contractor prepared drawings. The index drawing shall include the sheet number, file number, drawing title, and the CADD file name for each drawing. After approval of these drawings, the Contractor shall furnish a complete set of electronic files in Bentley (Intergraph) MicroStation Version 05.07, or latest version, for all drawings produced by the Contractor in performance of this contract, except that submittal of concrete placement drawings, concrete reinforcement drawings, and concrete formwork drawings is not required. Electronic files shall be .dgn format with element types that can be edited (i.e. no attached raster files, .dxf, or .dwg file formats will be accepted). Each drawing sheet shall be a separate CAD file. The files shall be submitted on CD ROM's. In addition, the Contractor shall furnish one paper copy of every drawing that is on the CD ROM's. The paper drawings and the files on the CD ROMs shall be identical. All paper drawings submitted to the Contracting Officer shall comply with the size indicated on Drawing No. WWD-40-33-01 attached at the end of this Section.

1.10 SUMMARY OF SUBMITTALS

Submittal Register ENG Form 4288 to be furnished by the Contractor shall include the following:

Paragraph	Item	SD	AEA
01330-1.6	Submittal Register (ENG Form 4288)	07	C
01330-1.9	Final Approved Versions of Contractor Prepared Drawings	04	CD

Code for Type of Submittal (SD)

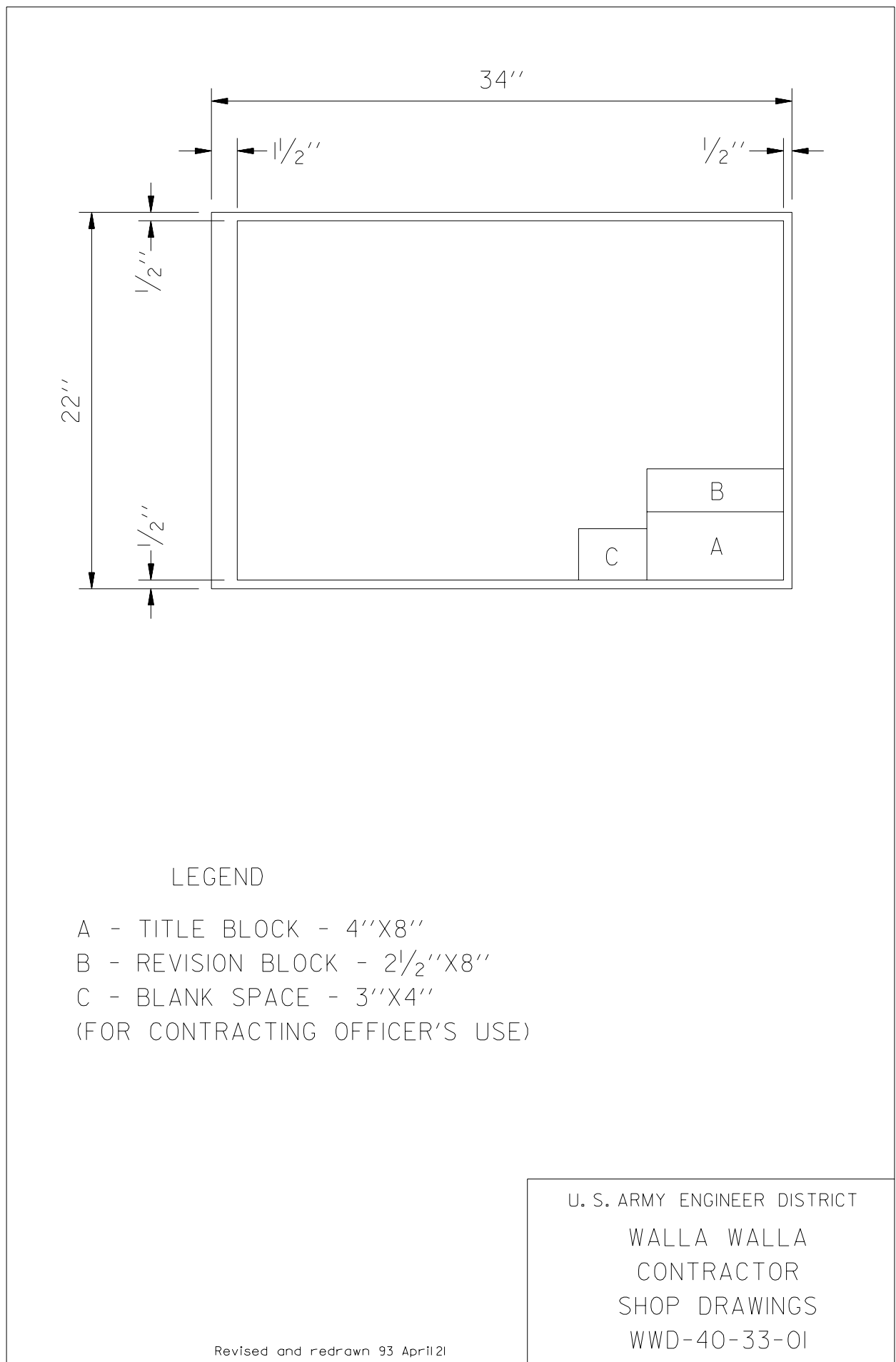
01	- Data
04	- Drawings
06	- Instructions
07	- Schedules and Plans
08	- Statements
09	- Reports
13	- Certificates
14	- Samples
18	- Records
19	- O & M Manuals

Action Element for Approval (AEA)

C	- Contractor
AE	- Architect Engineer
CD	- Construction Division
EA	- Engineering Division, Architectural Design
EC	- Engineering Division, Soils - Civil Design
EE	- Engineering Division, Electrical Design
EG	- Engineering Division, Geotechnical Branch
EH	- Engineering Division, Hydraulic Design
EM	- Engineering Division, Mechanical Design
ES	- Engineering Division, Structural Design
EP	- Engineering Division, Specifications
SO	- Safety Office
HDC	- Hydroelectric Design Center

(Drawing No. WWD-40-33-01, ENG Form 4025,
Notes to Submittal Register, and ENG Form 4288 follows)

* * * * *



INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the Contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications – also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the Contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

A	--	Approved as submitted.	E	--	Disapproved (See Attached)
B	--	Approved, except as noted on drawings.	F	--	Receipt acknowledged.
C	--	Approved, except as noted on drawings. Refer to attached sheet resubmission required.	FX	--	Receipt acknowledged, does not comply as noted with contract requirements.
D	--	Will be returned by separate correspondence.	G	--	Other (<i>Specify</i>).

10. Approval of items does not relieve the Contractor from complying with all the requirements of the Contract plans and specifications.

(Reverse of ENG FORM 4025-R)

NOTES TO SUBMITTAL REGISTER

1. If the CLASSIFICATION column indicates the submittal is for INFORMATION ONLY: identified submittal shall be approved by the Contractor and then submitted to the Contracting Officer for monitoring and spot-checking.
2. If the CLASSIFICATION column indicates the submittal is to be GOVERNMENT APPROVED: identified submittal shall be first approved by the Contractor and then submitted to the Contracting Officer for approval.
3. The attached Submittal Register (ENG Form 4288) lists items to be submitted with the Transmittal Letter, ENG Form 4025. The Contractor shall verify that the Submittal Register completely and accurately reflects the submittal requirements of each specification section prior to initial submittal (see paragraph: Submittal Register (ENG Form 4288) of Section 01330).
4. Blank ENG Form 4288's will be furnished by the Contracting Officer.

* * * * *

SUBMITTAL REGISTER (ER 415-1-10)																				Contract No:						
Title and Location: Snake River Units 4-6 Spare Windings										Solicitation No. W912EF-05-B-0010					Contractor:					Specification Section:						
Activity No.	Transmittal No.	Item No.	Specification Paragraph Number	Description of Items Submitted	Type of Submittal								Classification		Contractor Schedule Dates				Contractor Action			Government Action		Remarks		
					DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES AND PLANS	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	O&M MANUALS	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT		CODE	DATE
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.	aa.
			01330-1.6	Submittal Register (ENG Form 4288)				X							X											
			01330-1.9	Final Approved Versions of Contractor Prepared Drawings		X									X											
			16210-1.3.1.1	Bar insulation system		X									X											
			16210-1.3.1.2	Design calculations for copper losses		X									X											
			16210-1.3.1.3	Calculations for stray load loss		X									X											
			16210-1.3.1.4	Temperature rise of new winding		X									X											
			16210-1.3.1.5	Calculated stator temperature rise		X									X											
			16210-1.3.1.6	Calculated radial force on bar side		X									X											
			16210-1.3.1.7	Deflection of slot wedging filler		X									X											
			16210-1.3.1.8	Minimum deflection of slot wedging filler		X									X											
			16210-1.3.1.9	List of non-deteriorating materials		X									X											
			16210-1.3.1.1	List of deteriorating supplies		X									X											
			16210-1.3.2.1	Cross-section of stator bars in a slot			X								X											
			16210-1.3.2.2	Exterior dimensions of stator bars			X								X											
			16210-1.3.2.3	Dimensions of dummy stator core			X								X											
			16210-1.3.2.4	Dimensions of wedges and fillers			X								X											
			16210-1.3.2.5	Circuit ring configuration and dimensions			X								X											
			16210-1.3.2.6	Details of connections			X								X											
			16210-1.3.2.7	Bracing configuration			X								X											
			16210-1.3.2.8	Winding diagram			X								X											

SECTION 01420

LSSW0301420

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NOT USED

PART 3 EXECUTION

NOT USED

SECTION 01420

SOURCES OF REFERENCED PUBLICATIONS

PART 1 GENERAL

1.1 STANDARD SPECIFICATIONS

Standard specifications of the following authorities referenced herein may be obtained from the addresses listed below:

NAME	ABBREVIATION
AMERICAN NATIONAL STANDARDS INSTITUTE 1819 L Street, NW 6th Floor Washington, DC 20036 Phone: 202-293-8020 Fax: 202-293-9287 Internet: www.ansi.org/	ANSI
AMERICAN SOCIETY FOR TESTING AND MATERIALS 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 Ph: 610-832-9585 Fax: 610-832-9555 Internet: www.astm.org	ASTM
INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS 45 Hoes Lane., P.O. Box 1331 Piscataway, NJ 08855-1331 Phone: 732-981-0060 or 800-701-4333 Fax: 732-981-9667 Internet: www.ieee.org E-mail: customer.services@ieee.org	IEEE
NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION 1300 N. 17th St. Suite 1847 Rosslyn, VA 22209 Phone: 703-841-3200 Fax: 703-841-3300 Internet: http://www.nema.org/	NEMA

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

SECTION 16210

LSSW0316210

SPARE STATOR WINDING FOR
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SECTION 16210

SPARE STATOR WINDING FOR
HYDRAULIC-TURBINE DRIVEN ALTERNATING CURRENT GENERATORS

PART 1 - GENERAL

1.1 GENERAL

This section covers design, manufacturing, and delivering one complete stator winding, including the bars, circuit rings, winding materials, and all accessories specified herein. The winding will serve as a spare until such time in the future when the Government decides to have it installed by separate contract.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- | | |
|-------------|---|
| ANSI C50.10 | (1990) General Requirements for Synchronous Machines |
| ANSI C50.12 | (1989) Requirements for Salient-Pole Synchronous Generators And Generator/Motors for Hydraulic Turbine Applications |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- | | |
|-------------|--|
| ASTM D 1868 | (1998) Standard Test Method for Detection and Measurement of Partial Discharge (Corona) Pulses in Evaluation of Insulation Systems |
|-------------|--|

INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)

- | | |
|-----------|---|
| IEEE 43 | (2000) Recommended Practice for Testing Insulation Resistance Of Rotating Machinery |
| IEEE 95 | (2002) Recommended Practice for Insulation Testing of Large AC Rotating Machinery with High Direct Voltage |
| IEEE 115 | (1995) Test Procedure for Synchronous Machines |
| IEEE 286 | (2000) Recommended Practice for Measurement of Power-Factor Tip-Up of Rotating Machinery Stator Coil Insulation |
| IEEE 1043 | (1996) Recommended Practice for Voltage-Endurance Testing of Form-Wound Bars and Coils |

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

- | | |
|-----------|--|
| NEMA LI 1 | (1998) Industrial Laminated Thermosetting Products |
|-----------|--|

AMERICAN WELDING SOCIETY (AWS)

- | | |
|----------|--|
| AWS A5.8 | (1992) Specification for Filler Metals for Brazing |
|----------|--|

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330.

1.3.1 SD-01 Data

Within 60 calendar days after date of receipt of written notice of award:

1.3.1.1 A description of the bar insulation system, including processes and materials employed to meet specification requirements; GA

Within 90 calendar days after date of receipt of written notice of award:

1.3.1.2 Detailed design calculations, illustrating how the stator dc I^2R (copper) losses are determined at 75 °C. Calculations shall illustrate the composition of the various portions of winding circuit resistance, including number of bars in series and parallel connections, end connections, circuit rings, etc.; GA

1.3.1.3 Detailed calculations showing how the stray load loss is determined; GA

1.3.1.4 Maximum temperature rise of the new winding above 40°C ambient at rated load, voltage, and power factor; GA

1.3.1.5 Calculated stator winding temperature rise as indicated by embedded temperature detectors and calculated stator winding hot spot temperature at rated load, voltage, and power factor. The relationship between the operating "hot spot" temperature of the stator bars and the temperature measured by RTD shall be demonstrable by direct measurement or by recognized methods of calculation which have been correlated to special factory tests on a basically similar machine; GA

1.3.1.6 Calculated maximum radial force on each bar side in slots where both bar sides are in the same phase and in slots where the bars are in different phases. Forces shall be calculated at rated load, voltage, and power factor and at worst fault condition; GA

1.3.1.7 Recommended initial deflection of slot wedging spring-type filler and radial pressure applied to stator bars in slot portions; GA

1.3.1.8 Minimum acceptable deflection of the slot wedging spring-type filler after extended operation, and the radial pressure applied to stator bars at the minimum acceptable deflection. Include calculations to show that the radial pressure wedging system forces will exceed the non-fault-condition bar forces throughout the life of the winding; GA

1.3.1.9 A list of the non-deteriorating materials for the assembly of the stator bars into the generator stator. This includes the bars themselves and all wedging, filler, and bracing materials; RTD's; circuit rings and all supports and bracing materials; brazing materials; and PDA equipment. The parts shall be numbered and the numbers shall correspond to the drawings and the installation procedures; GA

1.3.1.10 A list of the deteriorating winding supplies that will be required for installing the winding. The list shall include quantities required and the names and addresses of sources for the supplies. The parts shall be numbered and the numbers shall correspond to the drawings and the installation procedures; GA

1.3.2 SD-04 Drawings

All the parts to be furnished by the Contractor shall be numbered on the drawings and those numbers shall correspond to the numbers on the parts lists. Within 60 calendar days after date of receipt of written notice of award:

1.3.2.1 A cross-sectional view of the proposed stator bars in a stator slot, describing the stranding arrangement, strand dimensions, copper cross-sectional area, strand and conductor insulation details (including insulating material types and thicknesses), slot fillers (including RTD's), wedging details, and partial discharge suppressive treatments; GA

1.3.2.2 Exterior dimensions of the stator bars; GA

1.3.2.3 Dimensions and details of the dummy stator core to be fabricated for the stator bar dimension check; GA

1.3.2.4 Dimensions and details of the wedges and fillers; GA

1.3.2.5 Circuit ring configuration and dimensions; GA

1.3.2.6 Details of the Connections, including coil-to-coil connections, jumper connections, connections from the coils to the circuit rings, and connections from the circuit rings to the main and neutral leads; GA

1.3.2.7 Bracing configuration for the winding; GA

1.3.2.8 Winding Diagram; GA

1.3.2.9 Details of the partial discharge analysis (PDA) system and installation, including coupling capacitor details, coupling capacitor location, termination panel details, termination panel location, and coaxial cable routing; GA

1.3.3 SD-08 Statements

Within 60 calendar days after date of receipt of written notice of award:

1.3.3.1 An outline and description of the test methods and equipment to be employed in the factory tests for the stator bars including all required test values; GA

1.3.3.2 The name and address of the facility proposed to perform the accelerated life testing of the production bars; GA

Within 120 calendar days after date of receipt of written notice of award:

1.3.3.3 Installation procedures to be used by others when installing the new winding. The procedures shall include detailed processes to install the bars with associated packing materials including

sidepacking; to wedge the bars; to brace and lash the bars; to install the new circuit rings; to make all necessary connection between bars, circuit rings, and leads (including a description of the brazing methods for winding connections and the quality control checks to be used in those operations); and all other operations to allow qualified winders to be able to install this winding in accordance with the manufacturer's recommendation. All parts and supplies to be used in the installation shall be referred to by part number, and those numbers shall correspond to the parts lists and drawings; GA

1.3.3.4 An outline and description of the test methods and equipment to be employed in the field tests to be performed by others during installation of the winding and on the completed winding. This shall include all in-process tests recommended by the manufacturer to ensure that the winding is installed in accordance with the manufacturer's recommendations; GA

1.3.3.5 Installation and testing procedures to be used by others for installing and testing the PDA system; GA

1.3.4 SD-09 Reports

1.3.4.1 Test Reports; FIO

Test reports for all tests shall be submitted for approval. The equipment will not be accepted prior to approval of the submittals.

1.3.5 SD-18 Records

1.3.5.1 Bar Test Record; FIO

Each bar shall be given a unique identification and a permanent record of each bar shall be kept. The test results for all bars, whether included in the winding or rejected, as a result of any test, shall be included in this record. This record shall be submitted at the time of delivery of the bars.

1.4 GENERATOR STATOR AND ROTOR

1.4.1 Unit Identification and Nameplate Information

1.4.1.1 Unit Rating Information

Generators 4, 5 and 6 for the Lower Snake River projects, including Little Goose, Lower Granite, and Lower Monumental Dams, were manufactured by General Electric Company and were brought on line in 1978, 1979, and 1981 respectively. They are vertical, salient pole, air cooled (with air-to-water heat exchangers) units rated as follows:

- 142,210 KVA
- 0.95 power factor
- 13.8 kV
- 5945 Amperes
- 3-phase
- 60 Hz
- 90 rpm
- 115 percent overload capability

1.4.1.2 Description of Generators

The stator core is 70 inches high and has 732 slots. The generator is designed for wye connection of the stator winding with four parallels per phase, for a total of 1464 Roebel bars. The bars are insulated with GE EPOXY-MICA insulation. They are rated for NEMA Class B temperature rise when operated at rated kVA. The following information is from the General Electric test report for the Lower Snake Projects Units 4, 5, and 6:

(a) Operating Temperature Degrees Centigrade (°C).

	Maximum
Stator Winding by RTD	97.1
Temperature of air entering generator (discharge side of cooler)	38.3
Stator Winding temperature rise	58.8

(b) Losses in Kilowatts.

(1) Load of (at 13.8kV and 0.95 power factor).

	163,542	142,210	106,658	71,105	35,553
	kVA	kVA	kVA	kVA	kVA
	115%	100%	75%	50%	25%
	<u>rated</u>	<u>rated</u>	<u>rated</u>	<u>rated</u>	<u>rated</u>
Friction and Windage	347	347	347	347	347
Core Loss	415	415	415	415	415
Stray-Load Loss	223	180	113	57	18
Armature I ² R loss (75°C)	554.7	419.4	235.8	105	26.1
Rotor I ² R loss (75°C)	254.6	211.4	159.1	119.9	93.8
TOTAL LOSSES*	1794.3	1572.8	1269.9	1043.9	899.9

*Does not include exciter losses.

(1) Load of (at 13.8kV and 1.0 power factor).

	163,542	142,210	106,658	71,105	35,553
	kVA	kVA	kVA	kVA	kVA
	115%	100%	75%	50%	25%
	<u>rated</u>	<u>rated</u>	<u>rated</u>	<u>rated</u>	<u>rated</u>
Friction and Windage	347	347	347	347	347
Core Loss	415	415	415	415	415
Stray-Load Loss	223	180	113	57	18
Armature I ² R loss (75°C)	554.7	419.4	235.8	105	26.1
Rotor I ² R loss (75°C)	165.6	143.1	113.9	94	81.7
TOTAL LOSSES*	1705.3	1504.5	1224.7	1018	887.8

*Does not include exciter losses.

(c) Resistance Values.

Armature resistance (line-to-neutral) at 75°C is 0.003955 ohm.
Rotor resistance at 75°C is 0.3699 ohm.

(d) Telephone-Influence Factors.

No-load, balanced, telephone-influence factor = 24.91 (L-L).

No-load, residual, telephone-influence factor = 2.83.

1.4.2 Inspection By Contractor

The government will make a generator available at the Contractor's request to permit the Contractor to inspect the generator and obtain dimensions required to design the winding replacement. The inspection schedule shall be coordinated with the Contracting Officer. The generator rotor will not be removed for this inspection. The Contractor shall be responsible for obtaining and verifying dimensions and other information, including information contained in this specification, that may be required to design a replacement stator winding. Measurements shall be made on the generator as necessary to ensure that all materials supplied under this contract will meet all contract requirements. The Contractor shall be responsible for developing the necessary information required for design. Any discrepancies between information given in this document and information developed shall be brought to the attention of the Government before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall conform to the applicable specifications and standards listed and to the additional requirements specified herein. Any materials required in the work, but not covered by the specifications, shall be approved for the purpose intended prior to their incorporation. Reference to any equipment, article, or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any equipment, material, or article which in the judgment of the Contracting Officer is equal to that named.

2.2 PROTOTYPE STATOR BARS

Prior to manufacture of the stator winding, eight prototype bars, plus any additional bars that may be required because of failure, shall be manufactured for accelerated life testing. The bars shall be identical to those manufactured under paragraph 2.4. The testing procedure shall be as stated in paragraph 3.2.1.

2.3 GENERAL REQUIREMENTS FOR STATOR BARS AND THE STATOR WINDING ASSEMBLY

The new stator winding shall be of the Roebel bar type rated at 163,542 kVA. The stator bars and winding installation materials shall be capable of operation at Class F temperature limits as defined in ANSI C50.12 (90°C rise above a cooler discharge air temperature of 40°C). They shall operate within Class B temperature limits (75°C rise above a cooler discharge air temperature of 40°C) when loaded to rated kVA.

2.4 NEW STATOR BARS

2.4.1 General

The new stator bars to be supplied under this specification shall incorporate modern practice in design, material, and workmanship. Bars shall be of the hard, single-turn type with Roebel transposition designed to minimize eddy current loss. The strands shall be annealed

copper, free from splinters, flaws, rough spots, or short radius bends. All finished outside edges of each bar shall be rounded with a minimum radius of 1/16 inch. The narrow side of the slot portion of each stator bar shall have a flat bearing surface of at least 3/8 inch. Bar leads shall not be cut or tailored for any particular slot and shall be designed for use in any slot.

2.4.2 Conductor Strands

Strands shall be continuous (splice free) within the entire mean turn length of each bar and shall be insulated with continuous filament glass or Dacron-glass fibers, or mica tape, bonded to the copper with a suitable bonding agent. Conductor strands shall be sized and arranged to minimize eddy and circulating current losses.

2.4.3 Ground Insulation

2.4.3.1 General

Ground insulation shall consist of multiple overlapped layers of mica splitting and/or mica flake tapes applied continuously and of equal thickness throughout the entire length of the bar. The mica splitting tape, if used, shall consist of large white mica splittings, NEMA Grade C or better. All mica tapes shall be constructed with a glass or polyester fabric backing material. A suitable protective covering tape shall be applied over the ground insulation mica tape.

2.4.3.2 Drying

After the application of all insulation, the bars shall be given appropriate drying treatments to remove absorbed or trapped moisture and gases from the insulation system.

2.4.3.3 Resin Impregnation and Curing

After drying treatments, the bar insulation shall be completely filled with a solventless polyester or epoxy resin using a vacuum-pressure or mechanical impregnation process. After impregnation, the bar insulation system shall be cured by the application of heat and pressure to the slot and end winding portions of the bars. Slot portions shall be sized to closely controlled dimensions and end portions shall be restrained with suitable pressure devices to assure a well compacted insulation structure. The insulation in the slot portion and under the grading paint shall be free of internal voids visible, when dissected, to the naked eye.

2.4.3.4 Alternate Construction

B-stage or loaded tapes may be used in lieu of the resin impregnation process described in paragraph 2.4.3.3. After the drying treatments, the bars shall be formed by heat and pressure in the same manner described in paragraph 2.4.3.3. The fill and void-free requirements given in paragraph 2.4.3.3 must be met.

2.4.4 Finish and Partial Discharge (Corona) Suppression Treatments

Slot portions of the stator bars, and a suitable distance beyond, shall be treated with a semiconducting compound capable of giving positive electrical contact between the treated portions of the bar surface and the entire length of the core slot walls. This semiconducting treatment

shall be designed to eliminate corona discharges between bar and slot surfaces and between top and bottom bar sides.

2.4.5 Graded Suppression Treatment

A voltage grading semiconducting compound shall be applied to a suitable portion of the stator bar surface extending outward from the semiconducting treatment. This voltage grading semiconducting treatment shall be of a length and resistivity to limit bar surface voltage gradients to levels well below surface discharge (corona) onset levels under normal operating voltage stresses. The semiconducting treatment shall be exposed and accessible for inspection and possible repair. The winding shall exhibit no visible corona during a black-out test of up to 10 kV (see paragraphs 3.3(f) and 3.6.3(d)). Bar surfaces beyond the discharge suppressive treatments shall be treated with a finish capable of resisting exposure to dampness, attack by oil vapors, Contractor-recommended cleaning solvents, or other materials to which the winding may be exposed during its operating life.

2.4.6 Testing

The new bars shall all be subjected to the tests listed in paragraph 3.3.

2.4.7 Bar Identification and Record

Each bar shall be given a unique identification. A permanent record for each bar shall be kept whether the bar is included in the finished winding or not. The record shall include the results of all bar tests.

2.4.8 Quantity

Sufficient bars to make up a complete winding plus 48 top bars and 24 bottom bars shall be supplied. In addition, the 12 production run bars, plus any which may be additionally required because of failure, shall be supplied for the accelerated life testing specified in paragraph 3.2. None of the bars subjected to accelerated life tests will be permitted to be used in the final winding.

2.5 RESISTANCE TEMPERATURE DETECTORS

Fourteen standard resistance temperature detectors (RTD's), of 10 ohms at 25 °C plus or minus 1 °C and having a temperature coefficient of resistance of 0.00385 ohms per °C, shall be supplied for installation in the stator winding. The detectors and their location shall be in accordance with paragraph 5.2 of ANSI C50.10. Each detector shall be supplied with three connecting leads of sufficient length for installation to existing terminal blocks in the generator accessory lead terminal box. Leads may be solder-spliced; mechanically spliced leads shall not be used. The portion of the temperature detector in the slot shall have a semiconducting coating. See paragraph 3.6.4(b) for temperature detector tests after installation.

2.6 NEW CIRCUIT RINGS

2.6.1 General

New circuit rings, complete with all necessary connections, taps, adapters, braces, supports, and materials for making the necessary line and neutral connections between the windings, the terminals of the phase

buses, and the terminals of the neutral current transformer bus assembly shall be supplied for installation.

2.6.2 Electrical Configuration

The stator winding shall be wye-connected. Each phase of the stator winding shall consist of single-turn bars, with neutral leads and the common main lead brought out within the generator housing at an approved location.

2.6.3 Physical Construction

The new circuit rings, supports, and connecting leads shall be designed for installation in the same general location as the existing equipment, without alteration of the air baffling system or modification of structural parts. Each circuit ring shall be made up of not more than twelve pieces. All factory joints shall be brazed in accordance with the requirements of AWS A5.8.

2.6.4 Insulation

The circuit rings and connections shall be insulated for 15 kV with full Class F insulation or better composed of mica or glass tapes.

2.7 FILLERS, WEDGES, TIES, AND BLOCKING MATERIAL

2.7.1 General

All non-deteriorating winding supplies shall be supplied for all of the bars supplied under this contract (excepting the bars subjected to the accelerated life testing). All material used in the slot or used in bracing the winding shall be suitable for use in a Class F system.

2.7.2 Side Packing

One of the following side packing systems shall be used. No systems will be approved that require installation supplies that deteriorate over time, that require proprietary installation techniques, or that require non-spring-type side filler to be inserted in the slot after the bar has been inserted.

(a) Multiple layers of conducting felt shall be used to completely fill the space between the bars and the sides of the slots.

(b) A semiconducting silicone rubber compound shall be applied to the sides of the bars and cured before bar insertion. The silicone rubber shall form an interference fit with the sides of the slot.

(c) A ripple spring shall be driven between one side of the bar and the slot to form an interference fit. Acceptable deflection of the spring shall be submitted in the installation procedure.

(d) Other approved systems.

2.7.3 Center Filler and Bottom Filler

All center filler and bottom filler shall be fabricated from semiconducting material. The semiconducting material shall be impregnated throughout and shall not be coated on top of an insulating backing. A center filler between the two bars in a slot shall be

supplied of such a thickness as to prevent interference between the bars in the straight part extension. RTD's shall be installed in place of the center filler in specified slots. A bottom filler shall be used between the bottom bar (furthest from the bore) and the bottom of the slot.

2.7.4 Wedging System

2.7.4.1 Spring-Type Filler Material

Spring-type filler material, or other approved follow-up, shall be used between the front filler and the wedge. Spring-type filler material shall pass the tests in paragraph 3.4.

2.7.4.2 Wedges and Top Fillers

Stator slot wedges shall be manufactured from NEMA Standard LI1, Grade G11 material. The slot wedge cross sectional shape shall match the wedge groove shape of the stator laminations. Wedge width shall result in a snug, sliding fit when placed in position prior to driving over top fillers. Top fillers shall be furnished in a variety of thicknesses to ensure that a proper thickness combination is available to produce a satisfactory radial wedging pressure. Acceptable spring deflection, after slide is driven, shall be specified. The method for checking spring deflection shall be included in the installation procedure. Wedges shall be furnished with cutbacks at the cooling air passages. These cutbacks shall be designed to enhance the air flow.

2.7.4.3 Two-Part Wedges

If two-part wedges are used, the wedges and slides shall be assembled using a master slide to select the slide of correct thickness. The slide shall neither project above the top of the wedge nor touch the wedge below. All wedges shall be installed so that all slides are driven from above. A locking system for restricting the possible vertical movement of the wedges shall be provided, but in no case shall epoxy be used to secure the wedges. All wedges shall be tight upon completion of the wedging.

2.7.5 End Winding Bracing and Blocking Material

End winding bracing material shall be suitable for use in a Class F system and shall include Dacron felt conforming material, blocks, and glass twine. During winding installation, the conforming material shall be impregnated thoroughly with resin before use between the bars. The blocks shall be glass based and shall be used when the space cannot be filled with resin-impregnated Dacron felt.

2.8 ADDITIONAL WINDING SUPPLIES

All end connectors, jumpers, and other non-deteriorating supplies required for installing and connecting the winding shall be furnished for all stator bars furnished under this contract.

2.9 PARTIAL DISCHARGE ANALYSIS SYSTEM

2.9.1 General

A complete Partial Discharge Analysis (PDA) system that is suitable for on-line testing of the generator stator winding shall be designed and

furnished for installation. The system shall provide on-line partial discharge measurements as required to frequently and randomly monitor the condition of the stator winding without a service outage. The system shall include protective devices and circuitry as necessary to prevent circulating currents and unsafe voltages from appearing at the termination cabinet. All parts of the system shall be furnished with the exception of the analyzer which shall not be furnished.

2.9.2 Coupling Capacitors

2.9.2.1 General

Six coupling capacitors shall be furnished for permanent installation in the winding, two in each phase. The type proposed must have been in use on at least two 10 MW or larger generators for at least 12 months as PDA coupling capacitors, two per phase.

2.9.2.2 Rating

The capacitors shall be rated 80 or 100 pF ± 5 percent, $20,000$ peak working volts, noise and corona free to a minimum of 15 kV ac rms and capable of withstanding, without failure, 40 kV ac rms for one minute.

2.9.2.3 Construction

The capacitors shall be potted mica-type. They shall be Iris EMC type coupling capacitors, GE Canada end cap capacitors, or approved equal. Coupling capacitors must withstand, with suitable bracing, vibration and shock levels typical of mounting locations on circuit rings, end turns, and bar-circuit ring connections.

2.9.3 Leads

Sufficient leads shall be furnished to go from the coupling capacitors to the termination panel. The leads shall be RG58A/U coaxial cable. Each lead shall be terminated with a BNC connector.

2.9.4 Termination Panel

The termination panel shall be sized to accommodate all coaxial cable leads, BNC connectors, terminal boards, and termination and protective devices. Each coaxial cable shall be terminated with a 1.5 kilohm, 1 watt, non-inductive resistor and a gas discharge surge arrestor at the rear of the BNC.

2.10 NEW NAMEPLATE

A new nameplate shall be provided for the new winding, reflecting the new 100 percent rating as defined in ANSI C50.12. The nameplate shall be brass or stainless steel, similar in size and thickness to the original nameplate, and shall be cast, stamped, or engraved with the following information:

- (a) Winding manufacturer's name.
- (b) Winding kVA rating.
- (c) Stator temperature rise.
- (d) Date of manufacture.

PART 3 - EXECUTION

3.1 GENERAL INSPECTION AND TESTS

3.1.1 General

Equipment supplied under this contract shall be given the manufacturer's routine factory and field tests. Other tests shall be performed as specified. All tests required shall be witnessed by the Government Quality Assurance Representative (GQAR), unless waived in writing. No equipment shall be shipped until it has been approved for shipment. Only Contractor-furnished equipment shall be tested, and the tests shall be made in accordance with applicable requirements of ANSI C50.10 and C50.12, and IEEE 115, except as stated. The waiver of any test or witnessing of a test shall not relieve the Contractor of the responsibility of complying with these specifications. All necessary test equipment, instrument transformers, temporary installations, and personnel shall be furnished. All test equipment shall be calibrated prior to performing the specified test or group of tests.

3.1.2 Test Scheduling

Accelerated life and factory tests shall be scheduled in writing 30 days in advance if within the continental United States and 60 days if outside the continental United States.

3.2 ACCELERATED LIFE TESTS

The following accelerated life tests shall be performed as indicated below.

3.2.1 Test Procedure

The test shall consist of subjecting specified bars to a 60-Hz test voltage of 30 kV rms, at a steady-state surface temperature of 90°C, continuously to breakdown or to the test termination time of 400 hours. (If a different frequency is proposed for this test, adjustments to the test time or voltage shall be submitted for approval.) The test shall be performed in accordance with IEEE 1043. Failure outside of the conductive slot paint and grading paint portions of the bar will not be considered a failure under this test. In this event, the insulation shall be repaired and the test continued. At the conclusion of the tests, three slices of approximately 0.125 inch shall be cut from each tested bar (one each from the slot section, the grading paint section, and the area above the gradient paint) and sent to:

US Army Corps of Engineers, Portland District
ATTN: CENWP-HDC-P
P.O. BOX 2946
Portland, OR 97208-2946

The cut surfaces shall be smooth, but shall not be coated in any way. None of the bars subjected to the accelerated life tests shall be used in the stator winding.

3.2.2 Prototype Bars

Accelerated life tests will be performed on specified prototype bars (see paragraph 2.2). The tests will be performed by the Government. The Government shall be given a 30-day notice prior to the delivery of the prototype bars. The bars shall be delivered to:

Bonneville Dam Project
Warehouse
ATTN: Central Test
Cascade Locks, OR 97014

Prior to shipping, the prototype bars shall have passed the factory bar tests (a) through (e) of paragraph 3.3. The Government will complete accelerated life testing within 60 days after receipt of the prototype bars, unless additional tests are required due to bar failure. During the test, no failure may occur before 200 hours. If a failure occurs between 200 and 400 hours, two additional bars shall be required to be added to the test sample and no further failures may occur before 400 hours. Failure to pass the accelerated life test shall require redesign of the bars or of the manufacturing process, subject to approval, and retesting of the bars according to this paragraph. Production of new stator bars may not begin until the prototype bars have passed accelerated life testing.

3.2.3 Production Run Bars

Accelerated life tests shall be performed on specified production run bars (see paragraph 2.4.8), chosen by the Government at random from the production run. Prior to accelerated life testing, all bars shall have passed the factory bar tests (a) through (d) of paragraph 3.3. The accelerated life tests shall be performed at an approved facility. If a failure occurs in any of these bars between 200 and 400 hours, two more bars will be picked at random from the production run and subjected to this test. If any further failures occur, or if any failures occur before 200 hours, the production shall be stopped and the cause of failure shall be determined and reported to the Government. The Government will subsequently decide what course of action needs to be taken to ensure an acceptable winding.

3.3 FACTORY BAR TESTS

Each bar shall be subjected to the tests described below, performed by the Contractor at their facilities. If more than one percent of the bars fail, production shall be stopped, the Government shall be notified, and the cause for failure shall be established and corrected. Certified test results of all factory tests shall be submitted for approval as required in paragraph 1.3. Approval shall be obtained prior to shipment of any bars from the factory.

(a) Strand Insulation. The insulation integrity between all strands shall be tested by applying a minimum of 120 Vac rms between each strand and all other strands of the conductor.

(b) Ground Insulation Dielectric Test. The ground insulation of each stator bar shall be subjected to a withstand test of 40 kV ac for one minute. Visible corona detected under typical factory lighting of 100 ft-c shall be grounds for rejection.

(c) Power-Factor Tip-Up Tests. Power-factor measurements shall be made on each bar in accordance with IEEE 286. Tests shall be made at 20 and 100 percent rated (line-to-ground) voltage. If the numerical difference between the two power factor measurements is greater than 0.9 percent, the bar will be rejected.

(d) Dissipation Factor Test. In addition to the power-factor tip-up test, every tenth bar produced shall be given a dissipation factor test. This test shall consist of subjecting the bar, using the same setup as the tip-up test, to ac voltages of 20 through 200 percent of rated (line-to-ground) voltage. To compensate for occasional measurement anomalies, the averaging of a single step value not meeting the specified criteria with the next highest step will be permitted. Should the two steps have different acceptance criteria, these also may be averaged. For each bar that fails the dissipation factor test, four additional bars shall be tested. The dissipation factor shall be measured as a function of voltage at each 20 percent interval of rated voltage, i.e., 20, 40, 60, 80, 100, 120, 140, 160, 180, and 200 percent. Dissipation factors shall not exceed the values given in the following table:

For each 20% interval between:	and:	The dissipation factor shall not increase by more than:
20%	60%	0.0015
60%	120%	0.003
120%	200%	0.004

(e) Stator Bar Dimension Check. The Contractor shall fabricate from wood a dummy stator core segment for use in verifying dimensional compatibility of the new stator bars and the existing stator core. The stator core segment shall include critical features such as ends of laminated iron, clamping fingers, and surge rings. The core segment shall be sufficient to test the fit of ten bars at a time. The Contractor shall take detailed measurements of the existing core and associated features to insure an exact replica is fabricated. The Contractor shall submit for approval a drawing showing the dimensions of the core segment to be fabricated. All bars shall be fitted into the dummy stator core to demonstrate dimensional compatibility. If any coil fails this test, production shall be stopped, the Government shall be notified, and the cause for failure shall be established and corrected.

(f) Blackout Test. After all paint has cured, each coil shall be given a blackout test in accordance with the approved procedure. The test shall consist of applying a potential of 10 kV ac rms between the leads and the slot section of the coil. The method for grounding the slot section of the coil shall be included in the test procedure. The test shall be performed in a darkened room. If any corona is visible, the grading paint shall be reapplied and the coil retested.

3.4 SPRING-TYPE FILLER MATERIAL TEST

Representative samples of the spring material shall be subject to the tests specified in this paragraph. Failure to pass these tests shall require the spring material to be redesigned and retested. The spring height is defined as the total height of the spring minus the material thickness (i.e., the distance that the height of the spring can be compressed). Samples of each size to be used in the generator shall be tested. The force required for an 80 percent reduction in spring height

shall be at least 110 psi. After this measurement, the test samples shall be conditioned by compressing them 100 percent (completely flat) between steel plates. They shall be kept in this position at 120 °C for 168 hours. After conditioning, the force required for an 80 percent reduction in spring height shall be at least 65 percent of the preconditioning force. The uncompressed spring height shall have shrunk less than 20 percent. All test results shall be submitted at least 30 days prior to any shipment as required in paragraph 1.3. If the manufacturer of the spring-type filler material performs these tests routinely, their standard data summary sheets may be submitted for approval in lieu of performing this test specifically for this contract.

3.5 RESISTANCE TEMPERATURE DETECTOR (RTD) TESTS

The following factory tests shall be performed on the RTD's:

(a) RTD Insulation Resistance. The RTD ground insulation shall be tested at a potential of 1500 Vac rms. After this test, the RTD insulation resistance shall be measured at 500 Vdc. The insulation resistance measurements on each RTD shall be 100 megohms minimum.

(b) RTD Element Resistance. The resistance of each RTD shall be determined by subtracting the lead resistance (between the two common leads) from the total resistance measured (from each common lead to the third lead). The values shall meet the requirements of paragraph 2.5. The values thus obtained shall be corrected to 25 °C, recorded, and the report submitted as required in paragraph 1.3.

3.6 FIELD TEST PROCEDURES

3.6.1 General

The following field tests will not be performed under this contract, but shall be included in the installation procedure along with any other manufacturer-recommended in-process tests. The test procedures included in the installation procedure will be basically as follows:

3.6.2 Tests During Winding Installation

(a) Bar Surface to Slot Wall Contact Resistance. The adequacy of the bar surface grounding to the slot walls shall be checked on all bars after their slot portions have been properly tightened widthwise. Contact resistance measurements shall be taken using an ohmmeter with one lead connected to the core and the other lead connected to an approved electrode placed on the bar's exposed surface in such a manner that it does not contact the core. Measurements shall be made at three locations: at each end of the core and at the center axially. The acceptable range of contact resistance shall be stated. Values in excess of 5,000 ohms will not be accepted. Correction shall be made by improving contact. Final values shall be recorded.

(b) Bar High Potential Tests. The Contractor shall include such preliminary high potential tests of the bars that will reasonably assure that the bars will not fail subsequent high potential tests. A test of each phase after winding installation is complete, but prior to unit reassembly, shall be included. The tests and test voltages shall be included in the installation procedure.

3.6.3 Acceptance Tests

The following tests will be shown in the installation procedure following completion of winding installation:

(a) Stator Winding Resistance Measurements. A Kelvin bridge, digital low resistance ohmmeter, or equivalent instruments shall be used to measure the stator winding resistance measurements on each phase of the completed stator winding. Within one hour of these measurements, accurate temperature measurements shall be made from each of the stator winding embedded temperature detector readings. The average of the temperature detector readings shall be considered to be the stator ambient temperature at the time of the stator winding resistance measurements and shall be used to calculate the corrected stator winding resistance at 75 °C.

(b) Insulation Resistance and Polarization Index Tests. Insulation resistance and polarization index tests shall be made on each phase as described in IEEE 43, with the exceptions noted below. In all cases, the phases not under test shall be solidly grounded. Tests shall be made at or above 2,500 Vdc. Winding insulation resistance at one minute shall be not less than 100 megohms, corrected to 40 °C. If it is greater than 1000 megohms, corrected to 40 °C, the test shall be stopped. If it is less than 1000 megohms, corrected to 40 °C, the testing shall continue for 10 minutes and the polarization index shall be calculated, and it shall be greater than 2.

(c) Partial Discharge (Corona Probe) Tests. The intensity of partial discharges associated with the bars in each stator slot shall be measured. The test shall be made using equipment provided by the Government. The test shall be performed with at least 100 percent of rated operating line-to-ground voltage applied to all conductors of the stator winding. The winding shall be energized for not less than 30 minutes before readings are taken. Measurements, in units of picocoulombs of apparent charge, shall be made at three locations axially for each slot. The cause of any abnormally high measurements shall be investigated and correction attempted by improving bar surface treatments or bar widthwise tightening. Final readings shall be recorded along with pertinent identifying information for the corona probe instrument.

(d) Blackout Test. The blackout test will be performed after completion of the rewind and the preliminary winding tests. All three phases tied together shall be subjected to 10 kV ac rms. The test shall be performed at night with the powerhouse darkened. No visible corona will be allowed.

3.6.4 Final Acceptance Testing

The following tests will be shown in the installation procedure following reassembly and a preliminary 5-minute operation of the unit by the Government:

(a) Final Winding High Potential Test. Each individual phase of the winding shall be high potential tested with the phases not being tested solidly connected to ground. The test shall be in accordance with ANSI C50.10 and IEEE 115. The test value shall be 28.6 kV ac rms for a period of one minute. After this test has been successfully completed, a controlled dc overvoltage test shall be performed on each phase of the winding to provide baseline data for future maintenance tests. The test shall be the step or ramp type at 30 kV dc. It shall be performed in accordance with IEEE 95.

(b) Embedded Resistance Temperature Detector Tests. Following the final high potential tests the following RTD tests will be performed:

(1) RTD Insulation Resistance. After the completion of the winding installation, the RTD ground insulation shall be tested at a potential of 1500 Vac rms. After this test, the RTD insulation resistance shall be measured at 500 Vdc. The insulation resistance measurements on each RTD shall be 100 megohms minimum.

(2) RTD Element Resistance. The resistance of each RTD shall be determined by subtracting the lead resistance (between the two common leads) from the total resistance measured (from each common lead to the third lead). Actual temperature at the time resistance readings are taken shall be made with a calibrated instrument. The measured values of resistance shall be corrected to 25 °C, recorded.

3.7 PARTIAL DISCHARGE ANALYZER COUPLER CAPACITOR TEST PROCEDURES

3.7.1 General

The following tests will not be performed under this contract, but shall be included in the PDA installation procedure. The partial discharge analyzer coupling capacitors shall be specified to be tested to determine that all requirements for characteristics, performance, and ratings, as specified in paragraph 2.9 are met. Test procedures will be in accordance with instructions contained in ASTM D1868, except as otherwise specified.

3.7.2 Test Equipment

All test equipment for performing the PDA testing shall be furnished for the test. This shall include the following:

- (a) Partial Discharge Analyzer
- (b) High Speed Oscilloscope
 - Bandwidth: 300 MHz
 - Sweep Speed: 1 nsec/division
- (c) Calibration Pulse Generator with trigger output
 - Rise Time: 10 nsec
 - Amplitude: 15 V peak
- (d) Insulation Tester, "Megger" or equivalent.
- (e) Calibration Capacitor
 - Top Limit: 160 pF
- (f) Measuring Impedances, both inductive and resistive types.

3.7.3 Tests.

The following tests shall be performed on the PDA System:

- (a) The coupling capacitors shall be tested for corona inception voltage and corona extinction voltage and shall have corona less than 2

picocoulombs at 15 kV ac rms. (They shall also be capable of withstanding the final high-potential test of paragraph 3.6.4(a)).

(b) The coupling capacitors shall be high-potential tested at 40 kV ac rms for one minute and shall pass this test prior to installation.

(c) The coaxial cable leads shall be checked for shorts between the center conductor and braid with the insulation tester. The coaxial cable braid shall also be checked against ground to assure that no unwanted ground connections exist. To do this test, the connection between the termination panel and the station ground bus shall be removed and all braids tested in parallel. No shorts shall exist. To minimize installation work, this test shall be conducted prior to soldering wires to lugs on the BNC terminal panel.

(d) Circuit sensitivity shall be measured per ASTM D1868, paragraphs X1.5 and X1.6. The determined circuit sensitivity shall not be used in calculation of the performance test results.

(e) The arrangement of the coupling capacitor pairs shall be tested for balance in terms of matched capacitance and signal propagation travel time. The difference in propagation travel times of a pulse injected at the line terminals of a pair of coupling capacitors shall be less than 1 nsec as measured at the termination panel. For this test, the ground connection on the line terminal must be removed from each phase when it is tested, to permit injection of a signal from a pulse generator. This step shall be undertaken on all three phases in succession; the neutral connections can be left grounded. A temporary coaxial cable shall be run from the line terminal to the partial discharge analyzer termination panel to trigger the oscilloscope.

4 SUMMARY OF SUBMITTALS

Submittal Register ENG Form 4288 to be furnished by the Contractor shall include the following:

<u>Paragraph</u>	<u>Item</u>	<u>SD</u>	<u>AEA</u>
16210-1.3.1.1	Bar insulation system	01	HDC
16210-1.3.1.2	Design calculations for copper losses	01	HDC
16210-1.3.1.3	Calculations for stray load loss	01	HDC
16210-1.3.1.4	Temperature rise of new winding	01	HDC
16210-1.3.1.5	Calculated stator temperature rise	01	HDC
16210-1.3.1.6	Calculated radial force on bar side	01	HDC
16210-1.3.1.7	Deflection of slot wedging filler	01	HDC
16210-1.3.1.8	Minimum deflection of slot wedging filler	01	HDC
16210-1.3.1.9	List of non-deteriorating materials	01	HDC
16210-1.3.1.10	List of deteriorating supplies	01	HDC
16210-1.3.2.1	Cross-section of stator bars in a slot	04	HDC
16210-1.3.2.2	Exterior dimensions of stator bars	04	HDC
16210-1.3.2.3	Dimensions of dummy stator core	04	HDC
16210-1.3.2.4	Dimensions of wedges and fillers	04	HDC
16210-1.3.2.5	Circuit ring configuration and dimensions	04	HDC
16210-1.3.2.6	Details of connections	04	HDC
16210-1.3.2.7	Bracing configuration	04	HDC
16210-1.3.2.8	Winding diagram	04	HDC
16210-1.3.2.9	PDA system	04	HDC
16210-1.3.3.1	Description of factory test methods and equipment	08	HDC
16210-1.3.3.2	Facility to perform accelerated life testing	08	C
16210-1.3.3.3	Installation procedures	08	HDC
16210-1.3.3.4	Methods and equipment for field testing	08	HDC
16210-1.3.3.5	Installation and testing procedures	08	HDC
16210-1.3.4.1	Test reports	09	C
16210-1.3.4.2	Bar test record	18	C

<u>Code for Submittal Description (SD)</u>	<u>Action Element for Approval (AEA)</u>
01 - Data	C - Contractor
04 - Drawings	AE - Architect Engineer
06 - Instructions	ED - Engineering Division
07 - Schedules and Plans	CD - Construction Division
08 - Statements	EDA - Engineering Division, Architectural Design
09 - Reports	EDC - Engineering Division, Soils - Civil Design
13 - Certificates	EDSP - Engineering Division, Specifications
14 - Samples	HDC - Hydroelectric Design Center
18 - Records	
19 - O & M Manuals	

* * * * *

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier

passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) of this section shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) of this section shall apply.

(d) Under paragraph (b) of this section, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

DELIVERY - TIME / PLACE

F-1_ TIME OF DELIVERY

The Contractor shall commence work under this contract within 10 calendar days after date of receipt of written notice of award and shall make delivery of all material and equipment and perform the work specified herein in accordance with the following schedule:

- a. Prototype Bars. Prototype coils for accelerated life testing shall be delivered not later than 120 calendar days after receipt of written notice of award. The Government will complete testing of the coils within 60 days after receipt of bars.
- b. The complete stator winding, together with all non-deteriorating winding supplies, accessories, and spare parts, shall be delivered within 360 calendar days after receipt of written notice of award.

2 PLACE OF DELIVERY

Equipment and materials supplied under this contract shall be delivered f.o.b. transport truck to Little Goose Dam as described below:

- (a) Mailing address of the project is as follows:

Little Goose Project Office
1001 Little Goose Dam Road
Dayton, WA 99328

- (b) Transportation Facilities. Prior to each shipment of equipment and materials, the Contractor shall make his own investigation of conditions of the facilities such as clearances, restrictions, load limits, and other limitations affecting transportation.

- (c) Little Goose Dam. The south shore is served by an access road connecting to Washington State Highway 261 approximately one mile northwest of Starbuck, Washington. All deliveries shall be made to the south shore of the project because delivery trucks will not be allowed to cross the river by driving over the dam due to project security.

- (d) Point of Contact. At least seven days prior to delivery of the equipment and materials the Contractor shall contact J D Morrow 509-399-2233x259 at Little Goose Dam.

- (e) Time of Delivery. The maintenance crews at Little Goose Dam work from 6:30 am to 5:00 pm, Monday through Thursday, excluding federal holidays. Deliveries shall be made when the maintenance crews are at work. Materials and equipment shall be delivered to the location at Little Goose where directed by the Point of Contact.

- (f) Storage of Equipment. Each individual container on the delivery truck shall be capable of being handled with a forklift. Each container shall be packed so as not to exceed 4000 pounds. The Government will offload and place into storage the supply items with a forklift rated at 4000 pounds.

CLAUSES INCORPORATED BY REFERENCE

52.242-17 Government Delay Of Work

APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

52.000-3018 SUCCESSOR CONTRACTING OFFICER

Any Contracting Officer assigned to the Walla Walla District and acting within their authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

(End of clause)

52.000-3035 Invoices -- Supply

Original invoices shall be mailed to:

U.S. Army Engineer District, Millington Finance Center
ATTN: CEFC-AO-P
5720 Integrity Drive
Millington, TN 38054-5005

For verification of eligibility for payment, a copy of all invoices shall be submitted to:

Little Goose Project
Attn: Bridget Blom
1001 Little Goose Dam Road
Dayton, WA 99323

Section H - Special Contract Requirements

CONTRACT DRAWINGS

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical specifications by references, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b);

and

- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general --

- (1) Large-scale drawings shall govern small scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the mis-description of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings.

FILE NUMBER	SHEET NUMBER	TITLE	REVISION NUMBER	DATE
		LOWER SNAKE RIVER OREGON, WASHINGTON AND IDAHO UNITS 4-6 SPARE WINDING		
LSP-5.6-0- 0A0/1	1	PROJECT LOCATION, VICINITY MAP AND DRAWING INDEX		
		FOR INFORMATION ONLY		
112F291	2	OUTLINE, HYDRAULIC TURB. DRIVEN GENERATOR, SHEET 1		
112F291	3	OUTLINE, HYDRAULIC TURB. DRIVEN GENERATOR, SHEET 2		

112F292	4	MAIN & NEUTRAL LEAD TERMINATIONS		
114F413	5	HYDRAULIC TURBINE DRIVEN GENERATOR ASSEMBLY		
554E588	6	STATOR BAR DIAGRAM		
554E606	7	STATOR CONNECTIONS, SHEET 1		
554E606	8	STATOR CONNECTIONS, SHEET 2		
167C7712	9	R.T.D. & ACCESSORIES		
135D5324	10	STATOR BAR WINDING		

(End of drawing list)

(End of Clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	FEB 2000

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW., MS 2626-MIB, Washington, DC 20240-4000.

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of a cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee prime contract.

(iii) The target cost and ceiling price of a fixed-price incentive prime contract.

(iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments

accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the

Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the

Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)

(a) Definitions. As used in this clause --

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. The word does not include ``data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 5 years from date of delivery or 1 year from date of installation, whichever is less --

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days.

(2) Within a reasonable time after the notice, the Contracting Officer may either--

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) (i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer--

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) (i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor--

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean ``data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within 45 days after delivery.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after

tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days after delivery of the nonconforming supplies. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 30 days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within 45 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at contractor's facility.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/loadmainre.html>

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.000-3012 CORPORATE CERTIFICATE/ AUTHORITY TO BIND PARTNERSHIP

If the bid is submitted by a corporation or partnership, the applicable form listed below must be completed. In the alternative, other evidence must be submitted to substantiate the authority of the person signing the bid. If a corporation, the same officer shall not execute both the bid and the certificate.

CORPORATE CERTIFICATE

I _____, certify that I am the

_____ (*corporate officer title*) of the corporation named as

Bidder/Contractor herein; that _____ who signed this bid/contract on behalf of the

Bidder/Contractor was then _____ (*title*) of said corporation; that said

bid/contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(*signature required*)

(*Corporate Seal*)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names and signatures of all partners are listed below and that the person signing the bid had authority to actually bind the partnership pursuant to its partnership agreement. Each of the partners individually has authority to enter into and execute contractual instruments, on behalf of said partnership, with the United States of America, except as follows: (State "none" or describe limitations, if any.)

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by the Contracting Officer.

(Names and signatures of all partners)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 335312.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus area as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the

contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

- (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number Country of Origin)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by
OM
0348-0046

[illegible]

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by
OM
0348-0046

Reporting Entity: _____ Page _____ of _____

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, (3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

(End of provision)

52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

(End of provision)

52.214-5 SUBMISSION OF BIDS (MAR 1997)

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) (1) addressed to the office specified in the solicitation, and (2) showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals, will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(End of provision)

52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

(End of provision)

52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

(a) Bidders are responsible for submitting bids, and any modifications or withdrawals, so as to reach the Government office designated in the invitation for bids (IFB) by the time specified in the IFB. If no time is specified in the IFB, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that bids are due.

(b)(1) Any bid, modification, or withdrawal received at the Government office designated in the IFB after the exact time specified for receipt of bids is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late bid would not unduly delay the acquisition; and--

(i) If it was transmitted through an electronic commerce method authorized by the IFB, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids; or

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of bids and was under the Government's control prior to the time set for receipt of bids.

(2) However, a late modification of an otherwise successful bid that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the bid wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(d) If an emergency or unanticipated event interrupts normal Government processes so that bids cannot be received at the Government office designated for receipt of bids by the exact time specified in the IFB and urgent Government requirements preclude amendment of the IFB, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(e) Bids may be withdrawn by written notice received at any time before the exact time set for receipt of bids. If the IFB authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids, subject to the conditions specified in the provision at 52.214-31, Facsimile Bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

(End of provision)

52.214-10 CONTRACT AWARD--SEALED BIDDING (JUL 1990)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. Unless otherwise provided in the Schedule, bids may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the bidder specifies otherwise in the bid.

(d) A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

(e) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

52.214-12 PREPARATION OF BIDS (APR 1984)

(a) Bidders are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the bidder's risk.

(b) Each bidder shall furnish the information required by the solicitation. The bidder shall sign the bid and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(c) For each item offered, bidders shall (1) show the unit price, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offered in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Bids for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Bidders must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Connie B. Oberle, Contracting Officer, 201 North Third Street, Walla Walla, Washington, 99362-1876

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Security Office will process the investigation in coordination with the Contractor and contract employees.

The address for the Security Office is:

Dave Piper, Security Officer
Walla Walla District, COE
201 North Third Avenue
Walla Walla, WA 99362

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)